



APPLICATION AND RULES FOR THE LIGHTED PARADE

DECEMBER 3, 2016, 5:30 p.m.

Caldwell Main Street will host the first annual Lighted Christmas Parade on Saturday, December 3, 2016 at 5:30pm (parade will be rescheduled in there is inclement weather).

The parade will begin at the corner of Hill St. and Fox St. Parade participants will line up at the Caldwell First United Methodist Church beginning at 4:30 pm (no later than 5:15 pm). Main Street volunteers will check you in and assist with line-up. The parade will proceed down Hill Street to Buck Street, circle the square and head back to the Caldwell First United Methodist Church.

Lighted Parade Rules and Regulations:

1. There is no entry fee.
2. Completed and signed applications must be RECEIVED by Wednesday, November 30th. Late entry will be to the discretion of the Lighted Christmas Parade Coordinator.
3. This is a family-friendly event and parade. All participants must display holiday spirit and shall incorporate the parade theme in their music, costumes, float design, and decorations.
 - a. **The theme for the parade is Christmas and/or winter holiday in nature.**
4. Line up begins at 4:30 pm, parade begins promptly at 6:00 pm.
5. You must check-in prior to the parade. Check-in starts at 4 pm at the Caldwell First United Methodist Church.
6. For safety reasons, **ABSOLUTELY NO THROWING CANDY OR ITEMS ALLOWED.** You may have designated persons to walk along the parade on the sidewalk to hand out flyers, literature, candy etc. All items being given out must be approved by Main Street before the beginning of the parade.
7. **NO SANTAS** allowed in any parade entry. There is only one Santa Claus, which is the last parade entry.

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8. Both sides of floats need to be decorated.
9. All vehicles must display Christmas Decorations and/or Christmas lights.
10. No exhibitions of speed will be allowed. Please drive safely and slowly.
11. Please keep at least 10 feet from the curbs. Allow plenty of space between vehicles. Watch out for children and adults.
12. Any individuals who operate any vehicle in the parade MUST possess a valid driver's license.
13. The Caldwell Main Street and the City of Caldwell reserve the right to limit the number/type of vehicles and other entries in the parade.
14. No live animals.
15. All participants are expected to abide by general behavior guidelines.
16. The Caldwell Main Street and the City of Caldwell do not endorse the views, representations and behaviors of parade participants.
17. No monetary solicitations are permitted before, during or after the parade.
18. No live ammunition and/or fireworks.
19. No jumping on and off any moving vehicle.
20. Children who are walking or riding in the parade must be accompanied by an adult at all times.
21. No alcoholic beverages are allowed at the line up area or in the parade.
22. Number placement will be explained at the time of check-in.
23. Hold harmless declaration: All participants must sign a release holding The Friends of Caldwell Main Street, Caldwell Main Street, the City of Caldwell and Burleson County harmless for any loss of personal injury or property damage during the parade. Each participant or legal guardian of a minor participating must sign the release. Please feel free to copy the release form enclosed for your participants if necessary. Please assign someone to collect & turn in the releases at check in, if you do not send them in with your Entry Form.
24. Groups that appear to be participating for the purpose of protesting for or against a cause are not representative of the holiday celebration. The Lighted Christmas Parade Coordinator reserves the right to reject any entry which they deem inappropriate.
25. The Christmas Parade Coordinator or Main Street representatives reserves the right to refuse units that are inappropriate or are not decorated to participate.
26. No abusive language will be tolerated.

**2016 Caldwell Main Street/Christmas on the Square
Holiday Lighted Parade Entry Form**

Please print clearly:

Organization:_____

Contact Person:_____

Address:_____

City:_____State:_____Zip:_____

Phone:_____Mobile:_____

Type of Entry: (Check one or more as appropriate) (NO HORSES OR ANIMALS)

Float_____ Truck_____ Car_____ Walkers_____ Other_____

(If other, describe)_____

Description of entry:_____

RELEASE OF LIABILITY

By submitting this application, you and your participants agree to the following Liability & Indemnify; Hold Harmless; Photography/Interview Agreement:

In consideration described in this agreement, I hereby Release and Waive any claim against The Friends of Caldwell Main Street, Caldwell Main Street, the City of Caldwell, Burleson County, also agree to Indemnify and Hold Harmless, their present and former officers, directors, members, volunteers staff and agents for damages or injuries, and agree not to sue The Friends of Caldwell Main Street, Caldwell Main Street, the City of Caldwell, Burleson County and any other person, firm, or corporation bound to defend or pay judgements against them, for any and all losses, claims, demands, or causes of actions, costs of defense or settlement, including bodily injury or death caused by Negligence, Gross Negligence, Per Se Liability and/or Liability under the DTPA, of The Friends of Caldwell Main Street, Caldwell Main Street, the City of Caldwell, Burleson County or whatever other reason. I further agree that The Friends of Caldwell Main Street, Caldwell Main Christmas on the Square- Lighted Christmas Parade Application

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Street, the City of Caldwell, Burleson County shall not be liable to me, my family, or my guests, for personal injury, property damage, or any other losses. I understand that this Release and Indemnity Agreement shall be binding on my heirs, executors, successors and assigns. This release agreement includes, but is not limited to losses caused by any of the following: Negligence, Gross Negligence, Negligence Per Se, and/or Strict Liability, of The Friends of Caldwell Main Street, Caldwell Main Street, the City of Caldwell, Burleson County; acts under the Texas Deceptive Trade Practices Act (“DTPA”) or acts of any other persons, guests, theft, burglary, assault, crimes, fire, water, wind, rain, smoke and/or risks and hazards both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the Caldwell area and/or driving or riding in any vehicles, whether belonging to The Friends of Caldwell Main Street, Caldwell Main Street, the City of Caldwell, Burleson County or to other persons. To indemnify means to agree to assume the liability in a situation thereby relieving the other party of responsibility.

I grant permission to be Photographed or Interviewed in connection with The Friends of Caldwell Main Street, Caldwell Main Street, the City of Caldwell, Burleson County. Such photograph or interviews may be used for television, film, video, visual, graphic, social or printed media to demonstrate the nature of The Friends of Caldwell Main Street, Caldwell Main Street, the City of Caldwell, Burleson County and to further the aims of The Friends of Caldwell Main Street, Caldwell Main Street, the City of Caldwell, Burleson County.

I agree that this Release, Indemnify Agreement, Hold Harmless will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this agreement shall lie in a Texas State Court in Burleson County, Texas. I agree to the terms and conditions above, and acknowledge receipt of this agreement.

Printed Name

Signature

Date

Please add participant signatures for this release to this form:

Release From: Liability & Indemnify; Hold Harmless; Photography/Interview Agreement:

I have read the Release from: Liability & Indemnify; Hold Harmless; Photography/Interview Agreement and by signing this form do agree with the Release From Liability & Indemnify; Hold Harmless; Photography/Interview Agreement.

All participants must sign & agree to this release to be able to participate.

If minor is participating, the parent or guardian agrees to the following and must sign: I acknowledge that the age of the undersigned participant is true and accurate, and that the above Custodial Parent(s) or guardians are all inclusive of the individuals that have legal rights and Christmas on the Square- Lighted Christmas Parade Application

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responsibilities in regards to the Contestant. Those herein representing themselves as Custodial Parent(s) agree to indemnify and save and hold harmless the as stated above from any loss, liability, damage, or costs they may incur because of any defects in legal or representative capacity to act on behalf of the minor participant in executing this agreement or misrepresentation as to legal or representative authority to bind participant.

Participants (and/or their custodial parent(s) or guardians) Signatures:

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